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Union: **Chenango Valley Support Staff Association**

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GEN 14765

Chenango Valley Central School District

Contract Between

Chenango Valley Support Staff Association
and
Chenango Valley Board of Education



July 1, 2007 – June 30, 2010

RECEIVED
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

JAN 12 2010

ADMINISTRATION

PREAMBLE

This agreement is entered into this 19th day of September, 2007, by and between the Board of Education of the Chenango Valley Central School District, hereinafter called the "Board" and the Chenango Valley Support Staff Association, hereinafter called the "Association."

This agreement is made for the purpose of establishing stabilized conditions of employment including rates of pay and working conditions, facilitating the peaceful adjustment of differences that may arise from time to time between the parties hereto, and of promoting harmony and efficiency, to the end that the Board, the Association and the general public may mutually benefit.

Whereas the Board has a statutory obligation, pursuant to Article 14 of the Civil Service Law (Chapter 392 of the Laws of 1967, Public Employees' Fair Employment Act and amendments thereto), to negotiate with the Association as the representatives of its support staff personnel with respect to hours, wages, terms and conditions of employment, and

Whereas the parties have reached certain understandings which they desire to confirm in this agreement.

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I - RECOGNITION

The Chenango Valley Board of Education, having determined that the Chenango Valley Support Staff Association is supported by a majority of the support staff personnel in a unit composed of all employees of the School District except professional teaching personnel, the Superintendent of Schools, Assistant Superintendent, Director of Early Childhood Education, Director of Special Education, Director of Guidance, Director of Health, Physical Education and Athletics, Director of Technology, Principals, Assistant Principals, School Psychologist, School Business Executive, Director of Facilities, Supervisor of Transportation, Director of School Lunch Program, any officers of the Board of Education, any professional employees such as physicians, attorneys, architects, engineers, nurses and any person not covered by any of the foregoing exclusions who qualify for his/her employment as a certified teacher, whether or not their duties actually involve teaching. The Chenango Valley Central School District and Chenango Valley Board of Education hereby recognizes the Chenango Valley Support Staff Association as the exclusive negotiating agent for the support staff employees in such unit. Such recognition shall extend until the annual meeting date in 2010 unless challenged pursuant to law.

The Board agrees not to negotiate with any support staff organization other than the Association for the duration of this Agreement unless directed by a board or court of competent jurisdiction.

ARTICLE II - NEGOTIATIONS PROCEDURES

Section 1: It is contemplated that terms and conditions of employment provided in this Agreement shall remain in effect until its expiration as herein provided or until altered by mutual agreement in writing between the parties. Nevertheless, because of the special nature of the public educational process, it is likewise recognized that negotiable matters may, from time to time, arise of vital mutual concern of the parties, which have not been negotiated between them. It is in the public interest that the opportunity for mutual discussion of such matters be provided. The parties accordingly agree to cooperate in arranging meetings, selecting representatives for discussion, furnishing necessary information and otherwise constructively considering and resolving any such matters.

Section 2: Prior to the expiration date of this contract, both parties will enter into good-faith negotiations over a Successor Agreement. If such an Agreement is not concluded by September 1, either party may request the use of mediation. The parties will seek to agree on a mutually acceptable mediator and will obtain a commitment from said mediator to serve. If the Board and the Association are unable to agree upon a mediator or to obtain such commitment the parties shall request to State Public Employment Relations Board to designate a mediator to assist the parties to reach an agreement. If the parties retain a private mediator and have not reached agreement by sixty (60) days prior the submission of the budget to the people by the Board, either party may request the State Public Employment Relations Board to appoint a fact-finding board. Such mediation and fact-finding will be governed by the provisions of the Civil Service Law.

Section 3: Neither party in any negotiations shall have any control over the selection of the negotiating representative of the other party and each party may select its representative from within or outside the school district. No final agreement shall be executed without ratification by the Association and the Board. The parties mutually pledge that their representatives will be clothed with all necessary power and authority to carry on negotiations as required by Article 14 of the Civil Service Law.

Section 4: The Board shall not discriminate in any way against any employee covered by the Agreement by reason of his membership in or participation in the activities of the Association or his exercise of rights granted under this Agreement, because of sex, race, color, creed or national origin.

ARTICLE III - ASSOCIATION PRIVILEGES

A. The Association will have the privilege to use school buildings without cost, at reasonable times for meetings. Requests for the use of the building will be made to the Principal of the building in advance and place the meeting on the Master Schedule of Building Use in the Middle School Office.

B. The Association will have the privilege to reasonable use of the normal internal distribution procedures of the School System.

C. The Association may request, and they may, with the approval of the Superintendent of Schools, be granted permission to send one representative to a state sponsored negotiations conference for support staff employees for two days. The district agrees to pay the wages of the individual for this two-day conference. Any other expense will be the responsibility of the Association. Appropriate notices of such conferences, if received by the Superintendent, will be made available to the Association.

D. The District will provide a copy of the minutes of each school board meeting to the Support Staff Association President.

E. Department heads will meet with members of their respective departments at least twice a year to exchange ideas and openly express concerns regarding problems. One of these meetings will be held at the beginning of the school year and one during the middle of the school year.

F. Field Trips/Chaperoning – When members of the Support Staff personnel are requested to chaperone a class trip or field trip that requires them to work four (4) or more hours after the regular work day on Monday - Friday evenings they will be compensated for a partial day at a rate equivalent to the rate that appears in the CV Teachers' Contract. On Saturdays or Sundays they will be compensated for a day of equal length to a normal school day also at a rate equivalent to the rate that appears in the CV Teachers' Contract.

ARTICLE III - ASSOCIATION PRIVILEGES (cont'd)

G. Supervision at Athletic Events – Supervisory responsibility at athletic events will be reimbursed at an hourly rate equivalent to the rate that appears in the CV Teachers' Contract, including ticket takers. The choice of personnel shall be an administrative function. Participation by the members of this unit shall be voluntary. Compensation for supervision at athletic events will be equal to the rate that appears in the Teachers Contract.

H. The District will post all competitive and non-competitive Support Staff openings in each building in the School District. Position vacancy notices will be posted for a minimum of five (5) working days prior to publishing notices outside the District. Copies of vacancy notices will be provided to the Association President. Vacancy notices will include the minimum qualifications and essential functions for the open position. The District also agrees to interview all members of the Support Staff Association who meet the job qualifications of the open position. Consideration may be given for length of full-time service in the District. Appointments will be made in accordance with Civil Service Regulations.

ARTICLE IV – SALARIES & WAGES

Effective July 1, 2007 each returning employee covered by this agreement will receive a 4.5% salary increase for the 2007-2008 school year.

Effective July 1, 2008 each returning employee covered by this agreement will receive a 4.4% increase in salary for the 2008-2009 school year.

Effective July 1, 2009 each returning employee covered by this agreement will receive a 4.1% increase in salary for 2009-2010 school year.

One and one-half (1-1/2) time will be granted for hours in excess of forty (40) hours a week. Work on paid holidays and Sundays will be on a double time basis.

In this contract, a regular full time employee is one who is at least a ten (10) month employee and scheduled to work at least seven (7) hours per day.

ARTICLE V - LEAVE OF ABSENCE

A. SICK LEAVE

Each full time twelve-month employee shall be allowed seventeen (17) days' sick leave absence and each ten-month full-time employee shall be allowed fifteen (15) days' sick leave absence from school each year by reason of personal illness, at full or proportionate pay, cumulative to one hundred and ninety (190) days at full or proportionate pay. Leave accumulated is vested for reasons of personal illness. Those employees entitled to accumulated sick leave days will receive a statement each year regarding this information. Sick leave benefits for all new hirees (part-time and full-time) begin after ninety (90) consecutive calendar days of employment; any days taken prior to ninety (90) consecutive calendar days of employment are counted against this total and will be without pay. The District and Support Staff Association defines the use of sick days for the following reasons: Personal Illness or personal medical doctor's appointment, immediate family illness (Immediate family – spouse, children or parents).

Employees' unused sick time will be accumulated. See individual sections for specifics. A statement will be given to every employee each year giving accumulated sick leave days information.

B. PERSONAL DAYS

Depending on individual circumstances, up to five (5) personal days per year for 12-month full-time employees and up to four (4) personal days per year for 10-month full-time employees can be granted for such reasons as sickness, medical emergencies in the immediate family, or regular and business problems of unusually pressing nature. Two (2) additional days with pay may be granted for bereavement. Justification for granting these days rests with the immediate supervisor, but may be reviewed then by the Superintendent of Schools. The absentee report forms turned in and marked "personal" must include an explanation of the use of the time if no prior approval has been given. This clause applies only to full-time employees. Personal day benefits for all new hirees (part-time and full-time) are pro-rated upon hire. However, any days taken prior to ninety (90) consecutive calendar days of employment are counted against this total and will be without pay. Personal leave for full-time employees will be granted and paid on an hourly basis.

ARTICLE V – LEAVE OF ABSENCE (cont'd)

Personal Day Without Explanation: One personal day (without explanation by the employee) will be granted by the Superintendent of Schools, provided that not more than 5 percent (5%) of the staff shall be granted such leave on the same date and provided further that the employee, will, whenever possible, request such personal day at least three (3) school days prior to the date of the proposed absence. Such days shall not be available for vacation, recreational purposes or other employment. This clause applies only to full-time employees.

Personal/Personal Days Without Explanation will not be granted on the day before or the day immediately after the Thanksgiving, Christmas, or Easter vacation period. This regulation does not apply to days granted because of death or illness in the immediate family. Days away from work beyond the five authorized personal days require approval of the respective supervisor regardless of the non-pay status.

C. PERFECT ATTENDANCE

Full time support staff (except transportation employees)* who attain perfect attendance (no sick days used and only one (1) personal and one (1) personal day without reason) for one (1) consecutive school year will receive a One Hundred Fifty Dollar (\$150) incentive to be paid following the completion of each full year of consecutive service.

* Transportation employees, see Article XI – Transportation.

D. SNOW DAYS

See individual sections.

E. JURY DUTY

Personnel summoned for jury duty and/or subpoenaed testimony during regularly scheduled workdays will continue to receive their regular pay.

ARTICLE VI - RETIREMENT

This district agrees to the 1/50th Contributory and Non-Contributory Plans of the New York State Retirement System for eligible support staff employees.

Upon ninety (90) days' written notice of prospective retirement, currently employed regular full time bargaining unit personnel shall receive payment for each year of service, up to thirty-five (35) years, in the Chenango Valley Central School District, upon retirement. Ten (10) month employees will receive Two Hundred and Twenty Dollars (\$220.00) per year of service. Twelve (12) month employees will receive Two Hundred and Fifty-Five Dollars (\$255.00) per year of service. This retirement incentive offered to ten (10) month and twelve (12) month employees will be for the length of this contract.

Part-time employees regularly scheduled to work less than 30.1 hours per week will receive one-half (1/2) year service credit when moving from a part-time to full-time position, provided the part-time service was continuous and provided they work a minimum of three and one-half (3 ½) hours each day.

This payment is applicable only for individuals eligible for the New York State Retirement System or New York Disability Retirement. Full-time employees must serve a minimum of five (5) years in the district to be eligible for this benefit. Said employees will be given credit for five (5) years of service upon retirement.

ARTICLE VII - HEALTH AND DENTAL INSURANCE

The District agrees to pay ninety-five percent (95%) of the premium for individual coverage for eligible employees in the Central New York Regionwide Blue Cross/Blue Shield Traditional Plan. The district also agrees to pay eighty-five percent (85%) of the cost of the dependent provision for family coverage for eligible employees in the Blue Cross/Blue Shield Traditional Plan. It is further understood and agreed that there shall be included in this plan coverage for retired employees (past and future) in the Individual Plan which may be purchased at the same rate as when they retire and in the Family Plan purchased at the same rate as when they retire (exclusive of those retirees that accept employment wherein they have equal or better health care coverage). Surviving spouse and dependents (as defined by the Internal Revenue Code) are coverable through payment by said spouse or dependents of One Hundred Percent (100%) of the cost of the plan, disabled employees up to one year of coverage, and a prescription drug rider the same as being offered to active Support Staff employees.

Effective July 1, 2007 through June 30, 2008, the prescription co-pay range will be \$5 co-pay for generic drugs and \$10 co-pay for brand-name drugs. Effective July 1, 2008 through July 1, 2009 the prescription drug co-pay for generic drugs will be \$5 co-pay for generic and \$15 co-pay for brand-name drugs. Effective July 1, 2009 through July 1, 2010 the prescription drug co-pay for generic drugs will be \$5 co-pay for generic and \$15 co-pay for brand-name drugs.

Major Medical deductible will be \$75 for individual coverage and \$225 for family coverage for the length of this contract.

The District will assist Support Staff personnel in the maintenance of a Blue Cross/Blue Shield dental plan. The District will pay \$25,000 towards the full premium charge of the plan for bargaining unit members and retirees. Active and retired Support Staff personnel enrolled in the dental plan will contribute equally to fulfill the total remaining cost of the dental plan less the District's contribution.

ARTICLE VIII - EMPLOYEE BENEFITS

Employee fringe benefits under this article are defined as Health Insurance, Dental Insurance and Retirement Incentives. These fringe benefits are available to employees hired after June 30, 1995 who work thirty-five (35) hours or more per week on a regularly scheduled basis. Employees of the District hired prior to June 30, 1995 and currently receiving fringe benefits will continue fringe benefits eligibility under the contract during his or her continuous employment by the District.

ARTICLE IX - PAY DEDUCTIONS

The Board shall provide that, whenever duly authorized by an employee on a form or forms provided by the Board, payroll deductions on behalf of such employee shall be made every payday, and paid over in accordance with such form or forms for any or all of the following:

1. Purchase of United States Savings Bonds
2. Donations to Broome County United Way
3. Local Association Dues
4. Health Insurance
5. Premiums for Tax Sheltered Annuity
6. Br. Co. Teachers Federal Credit Union

ARTICLE X – CONTINUING EDUCATION

All employees shall keep well informed at all times concerning each aspect of their employment. Employees may attend job related training, upon approval from their supervisor and superintendent of schools. Employees shall be paid an amount equal to their hourly wage for the length of the training session if not during regular work hours up to three (3) hours per training session, and no more than three (3) training sessions each year.

ARTICLE XI - TRANSPORTATION

SALARY & WAGES

This district hereby establishes the following salary range for transportation employees:

Regular Bus Driver	\$ 10.75 - \$25.08 per hour
Bus Driver/Mechanic	\$ 16,406 - \$48,070
School Bus Routing Coordinator	\$ 19,333 - \$31,350

Differential pay to the Head Mechanic - \$700

Bus drivers' wages can be annualized if hired prior to September 1st. If hired after September 1st, wages will be annualized the following school year and drivers will be eligible for twenty-one (21) or twenty-six (26) annual pay periods.

Employees will be paid for their regularly scheduled hours in the event of a closure due to inclement weather or other emergency.

CAREER INCENTIVE

A. Effective July 1, 2001, new school bus drivers who remain in their position for a full year of consecutive service and continue employment in Year Two, will receive a Three Hundred Dollar (\$300.00) incentive after sixty (60) consecutive work days in their second year of service.

B. After the completion of nine (9) years of continuous employment, full-time transportation employees will receive a career incentive of Seven Hundred Fifty Dollars (\$750.00) pro-rata during the school year. Each year thereafter this career incentive will remain at the yearly amount established until the completion of fourteen (14) years of continuous employment at which time a full-time employee's salary will be increased by the additional sum of Two Hundred Fifty Dollars (\$250.00) pro-rata during the school year. Each year thereafter this career incentive will remain at the yearly amount established.

ARTICLE XI – TRANSPORTATION (cont'd)

After the completion of nine (9) years of continuous service, part-time Transportation employees will receive a career incentive of Five Hundred Dollars (\$500.00) pro-rata during the school year. Each year thereafter this career incentive will remain at the yearly amount established until the completion of fourteen (14) years of continuous employment at which time a part-time employee's salary will be increased the additional sum of One Hundred Dollars (\$100.00) pro-rata during the school year. Each year thereafter this career incentive will remain at the yearly amount established.

C. Sixty Dollars (\$60.00) will be paid annually for successful completion of the approved driving safety course for the life of this contract. The driver safety course is a yearly four (4) hour training program.

D. Driving schedules are established to allow time for bus washing, interior cleaning and gassing within the basic scheduled time. This responsibility, under the direction of the Supervisor of Transportation, as designated by the Superintendent of Schools, is part of this agreement.

E. The attendance for all drivers will be determined by the time sheet and the hours allocated to each run. This can be reevaluated at any time by the Superintendent.

F. The time sheet must be signed only by the employee to whom such sheet is assigned.

G. HOLIDAYS

Transportation employees who are regularly scheduled for forty (40) hours per week or more will be granted the following holidays:

July 4th, Labor Day, Veterans Day, Thanksgiving,
Christmas, New Year's, Good Friday, Memorial Day,
Columbus Day, and Martin Luther King Day

ARTICLE XI – TRANSPORTATION (cont'd)

H. SICK LEAVE

Each bus driver shall be allowed fifteen (15) days sick leave absence from school each year by reason of personal illness, at full or proportionate pay, cumulative to one hundred and ninety (190) days at full or proportionate pay. Leave accumulated is vested for reasons of personal illness. Any new bus driver hired on or after July 1, 1998 will be entitled to ten (10) sick days per year cumulative to one hundred and fifty (150) days at full or proportionate pay.

I. PERSONAL DAYS

Depending on individual circumstances, up to four (4) personal days per year can be granted for such reasons as sickness, medical emergencies in the immediate family, or regular and business problems of unusually pressing nature. Two (2) additional days with pay may be granted for bereavement. Justification for granting these days rests with the immediate supervisor, but may be reviewed then by the Superintendent of Schools. The absentee report forms turned in and marked “personal” must include an explanation of the use of the time if no prior approval has been given.

Personal Days Without Explanation: One personal day (without explanation by the employee) will be granted by the Superintendent of Schools, provided that not more than 5 percent (5%) of the staff shall be granted such leave on the same date and provided further that the employee, will, whenever possible, request such personal day at least three (3) school days prior to the date of the proposed absence. Such days shall not be available for vacation, recreational purposes or other employment.

Personal/Personal Days Without Explanation will not be granted on the day before or the day immediately after the Thanksgiving, Christmas, or Easter vacation period. This regulation does not apply to days granted because of death or illness in the immediate family. Days away from work beyond the five authorized personal days require approval of the respective supervisor regardless of the non-pay status.

ARTICLE XI – TRANSPORTATION (cont'd)

J. PERFECT ATTENDANCE

Transportation employees who attain Perfect Attendance for one (1) consecutive school year (no Sick Days utilized), are eligible for a Three Hundred Dollar (\$300.00) incentive to be paid following the completion of each full year of consecutive service.

K. The Supervisor of Transportation, as designated by the Superintendent of Schools, will offer extra trips on a rotating schedule with such provisions included to make such a schedule operable. All drivers available for extra outside trips shall have names posted on a list in the bus garage showing them as eligible for such trips and the drivers will be picked from this list on a rotating basis.

L. There will be a typed and posted schedule for all extra trips and all bus drivers will have an opportunity to accept or deny the extra trip when their name appears on a rotating basis. The extra trip (rotating) list will be prominently posted in the Transportation Office. If an extra scheduled bus trip is cancelled within three (3) hours of departure, the driver will receive One and One-half (1-1/2) hours show up pay.

M. Noon Pre-Kindergarten runs will be scheduled for a minimum of two (2) hours, and sports runs will be scheduled for a minimum of one and one-half hours, but time card verification is necessary.

N. All bus drivers shall complete yearly employment verification.

O. The Supervisor of Transportation, as designated by the Superintendent of Schools, may consider driver route changes during the period when vacancies occur, and may, at his discretion, consider seniority or present employment as facts when making such changes.

ARTICLE XII - FACILITIES

WAGES & SALARIES

This district hereby establishes the following salary range for employees classified in the Facilities Department:

<u>12-Months</u>	<u>52 Weeks</u>	<u>40 Hours</u>
Cleaner		\$15,988-\$41,800
Custodian		\$19,019-\$44,935
General Mechanic		\$19,855-\$48,070
Laborer		\$15,675-\$41,800

A. Differential pay to employees in the Facilities Department will be dispersed to those employees who work in the following areas:

a. Charge of Building (days) Middle/High School	\$ 1,500
b. Charge of Building (days) Chenango Bridge Elem.	\$ 1,100
c. Charge of Building (days) Port Dickinson School	\$ 1,100
d. Swimming Pool	\$ 1,100
e. Charge of Building (days) Board of Education Office	\$ 775
f. Foreman – Maintenance Dept.	\$ 2,000
g. Head Custodian (nights) Middle/High School	\$ 1,850
h. Charge of Building (nights) Chenango Bridge Elem.	\$ 975
i. Charge of Building (nights) Port Dickinson Elem.	\$ 975

If a custodian vacancy occurs, it is necessary for an employee (i.e. Cleaner, Laborer) to complete the Civil Service requirements to apply for this Custodian position.

B. Facilities employees' hours are arranged on a forty (40) hour per week, five (5) day - Monday through Saturday schedule.

C. Salary placement in each instance will be made by the Superintendent of Schools or his designee, but once placement is made it cannot be reduced within the classification.

D. Classification will be recommended by the Superintendent of Schools and acted upon by the Board of Education. Any classification decision will be based upon the responsibility assigned and the eligibility of the employee.

ARTICLE XII – FACILITIES (cont'd)

E. SECOND SHIFT

Second shift employees under the classification of Facilities will be paid an additional Five Hundred Seventy-Five Dollars (\$575.00) in the 2007-2008 school year, Six Hundred Dollars (\$600.00) in the 2008-2009 school year, and Six Hundred Fifty Dollars (\$650.00) in the 2009-2010 school year for services performed in this capacity from September through June. The above amounts will be prorated for the 10 months covered.

F. All emergency call outs or security building checks will be paid on a time and one-half or double time (paid holidays) basis with a minimum of two hours pay.

G. CAREER INCENTIVE

After the completion of nine (9) years of continuous employment, Facilities employees will receive a career incentive of one thousand fifty dollars (\$1,050) pro-rata during the school year. Each year thereafter this career incentive will remain at the yearly amount established until the completion of fourteen (14) years of continuous employment at which time a full-time employee's salary will be increased by the additional sum of Two Hundred Fifty Dollars (\$250) pro-rata during the school year. Each year thereafter this career incentive will remain at the yearly amount established.

H. HOLIDAYS

Facilities employees will be granted the following holidays:

July 4th, Labor Day, Veterans Day, Thanksgiving,
Christmas, New Year's, Good Friday, Memorial Day,
Columbus Day, Martin Luther King Day

ARTICLE XII – FACILITIES (cont'd)

I. VACATIONS

Facilities employees who have worked at least one full year in the district are entitled to two weeks summer vacation. A proportioned vacation period may be approved by the Superintendent of Schools or his/her designee for persons employed less than a full year. The vacation provisions in this section apply only to 52 week employees.

Up to three (3) vacation days may be carried over into July of the next school year; however, these days must be taken by August 1st of same school year.

First 5 years	- 10 days
6 years	- 11 days
7 years	- 12 days
8 years	- 13 days
9 years	- 14 days
10 years	- 15 days
11 years	- 16 days
12 years	- 17 days
13 years	- 18 days
14 years	- 19 days
15 years	- 20 days
16 years or more	- 22 days

J. SICK LEAVE

The sick leave provisions included and defined in Article V of this agreement are applicable to Facilities employees.

K. PERSONAL DAYS

The personal days provisions included and defined in Article V of this agreement are applicable to Facilities employees.

Personal Day Without Explanation:

The personal days without explanation provisions included and defined in Article V of this agreement are applicable to Facilities employees.

ARTICLE XII – FACILITIES (cont'd)

L. SNOW DAYS

On snow days it is expected that the Facilities staff will report for work within a reasonable period of time. Failure to report for work for all or part of the day will result in loss of pay.

M. Early release of clerical staff members on days prior to holidays or on snow days will be extended to the Facilities staff provided that activities requiring their presence in the buildings have been concluded. On snow days, the authorized presence of students in the buildings will be limited to those students engaged in supervised activities.

N. If a promotional position under the heading of maintenance or custodian is vacant, the Director of Facilities, as designated by the Superintendent of Schools, may at his/her discretion take seniority into consideration when he/she considers filling such position. Any promotional position will be posted for 10 working days.

ARTICLE XIII - CLERICAL & TEACHER AIDE PERSONNEL

TWELVE-MONTH EMPLOYEES

WAGES & SALARIES

The following job titles will be included in this category and employees will work from July 1 through June 30th.

Typist	\$13,062-\$31,620
Account Clerk-Typist	\$13,585-\$41,800
Payroll Clerk	\$14,630-\$43,890
Junior Data Processing Machine Operator	\$14,630-\$43,890
Stenographer	\$14,630-\$41,800
Senior Stenographer	\$15,152-\$42,845
Senior Account Clerk	\$18,810-\$47,025
Senior Typist	\$15,152-\$42,845

A. TIME SCHEDULES

Time schedules will be based on a seven (7) hour workday (excluding lunch), 5 days - Monday through Friday. Starting and ending times may reflect the needs of different assignments, departments, and locations. The arrival and dismissal of full time Support Staff personnel working seven (7) hours will be consistent within each respective building.

B. CALENDAR

The Board agrees to complete a calendar for Twelve-Month Clerical employees as soon as reasonably possible.

C. CAREER INCENTIVE

After the completion of nine (9) years of continuous employment, Twelve-Month Clerical employees will receive a career incentive of One Thousand Fifty Dollars (\$1,050.00) pro-rata during the school year. Each year thereafter this career incentive will remain at the yearly amount established until the completion of fourteen (14) years of continuous employment at which time an employee's annual salary will be increased by the additional sum of Two Hundred Fifty Dollars (\$250.00) pro-rata during the school year.

ARTICLE XIII - CLERICAL & TEACHER AIDE PERSONNEL (cont'd)
TWELVE-MONTH EMPLOYEES (cont'd)

D. VACATIONS

First 5 years	- 10 days
6 years	- 11 days
7 years	- 12 days
8 years	- 13 days
9 years	- 14 days
10 years	- 15 days
11 years	- 16 days
12 years	- 17 days
13 years	- 18 days
14 years	- 19 days
15 years	- 20 days
16 years or more	- 22 days

Twelve-Month Clerical employees may carry up to four (4) vacation days until October 1st of the next school year. These vacation days must be taken by October 1st.

E. SICK LEAVE

The sick leave provisions included and defined in Article V of this agreement are applicable to Twelve-Month Clerical employees.

F. PERSONAL DAYS

The personal days provisions included and defined in Article V of this agreement are applicable to Twelve-Month Clerical employees.

Personal Day Without Explanation:

The personal days without explanation provisions included and defined in Article V of this agreement are applicable to Twelve-Month Clerical employees.

ARTICLE XII - CLERICAL & TEACHER AIDE PERSONNEL (cont'd)
TWELVE-MONTH EMPLOYEES (cont'd)

G. SNOW DAYS

On snow days, Twelve-Month Clerical employees will only be required to report to work if deemed necessary by their immediate supervisor and/or Superintendent of Schools. Those Twelve-Month Clerical employees required to work will be granted compensation time for the number of hours worked on said snow day(s). Delayed openings – clerical employees are to report to work at the same time as the teachers.

I. PROMOTIONS

If a promotional position under the heading Twelve-Month Clerical is vacant, the School Business Executive, as designated by the Superintendent of Schools may, at his/her discretion, consider seniority or present employment as factors when filling such positions. Competitive full time positions will be posted and those eligible on the Civil Service list will be considered. Civil Service information will be available from the Board of Education Offices.

ARTICLE XIII - CLERICAL & TEACHER AIDE PERSONNEL (cont'd)

TWELVE-MONTH, PART-TIME EMPLOYEES

WAGES & SALARIES

The job titles included in this category will work from July 1 through June 30th.

Twelve-Month, Part-Time hourly employees may choose to have their pay annualized.

A. CAREER INCENTIVE

After nine (9) years of continuous employment, Twelve-Month, Part-Time, Clerical employees who are regularly scheduled to work 30 hours or less per week will receive a career incentive of Eight Hundred Seventy-Five Dollars (\$875.00) pro-rata during the school year. Each year thereafter this career incentive will remain at the yearly amount established until the completion of fourteen (14) years of continuous employment at which time an employee's annual salary will be increased by the additional sum of Two Hundred Dollars (\$200.00) pro-rata during the school year.

B. VACATION

The number of vacation days will be pro-rated based on the number of hours/days worked per week.

C. HOLIDAYS

Following the school calendar, Twelve-Month, Part-Time Clerical employees will be paid for holidays that fall on a regularly scheduled workday.

D. SICK LEAVE

The number of sick leave days will be pro-rated based on the number of hours/days worked per week. Unused sick leave may be accumulated up to 100 days.

ARTICLE XIII - CLERICAL & TEACHER AIDE PERSONNEL (cont'd)
TWELVE-MONTH, PART-TIME EMPLOYEES (cont'd)

E. SNOW DAYS

In the event of a school closure due to inclement weather or other emergency, Twelve-Month Part-time Clerical employees do not report to work. In the event of a delayed opening employees are to report to work at the same time as the teachers. Employees will be paid for their regularly scheduled hours, if employee was scheduled to work that day.

F. HEALTH INSURANCE

Twelve-Month, Part-Time Clerical employees regularly scheduled to work 24.9 – 34.9 hours per week will be eligible to purchase health insurance after one (1) year of consecutive service. Individual health insurance coverage may be purchased by the employee at a contribution rate of Twenty-Five Percent (25%) of the total premium. Family health insurance coverage may be purchased by the employee at a contribution rate of Twenty-Five Percent (25%) of the total premium. After retiring, Twelve-Month, Part-Time Clerical employees may purchase individual health insurance coverage at the contribution rate of Seventy Percent (70%) of the total premium. Family health insurance coverage may also be purchased at the contribution rate of Seventy Percent (70%) of the total premium.

Twelve-Month, Part-Time Clerical employees regularly scheduled to work 24.9 - 34.9 hours per week will be eligible to purchase Dental Insurance coverage after one (1) year of consecutive service at a contribution rate of Twenty-Five Percent (25%) of the total premium.

ARTICLE XIII – CLERICAL & TEACHER AIDE PERSONNEL (cont'd)

TEN-MONTH EMPLOYEES

WAGES & SALARIES

The following job titles will be included in this category and employees will work from September 1 through June 30th. This group of employees will follow the school calendar for vacation days and holidays.

Typist	\$11,495-\$32,395
Senior Typist	\$12,017-\$32,917
Senior Library Clerk	\$14,500-\$32,395
Student Assistance Counselor	\$23,387-\$58,520

A. TIME SCHEDULES

Time schedules will be based on a seven (7) hour workday (excluding lunch), 5 days - Monday through Friday. Starting and ending times may reflect the needs of different assignments, departments, and locations.

B. CAREER INCENTIVE

After the completion of nine (9) years of continuous employment, ten-Month employees will receive a career incentive of Eight Hundred and Seventy-Five Dollars (\$875.00) pro-rata during the school year. Each year thereafter this career incentive will remain at the yearly amount established until the completion of fourteen (14) years of continuous employment at which time an employecc's annual salary will be increased by the additional sum of Two Hundred Dollars (\$200.00) pro-rata during the school year.

C. SICK LEAVE

The sick leave provisions included and defined in Article V of this agreement are applicable to Ten-Month Clerical employees.

ARTICLE XIII - CLERICAL & TEACHER AIDE PERSONNEL (cont'd)
TEN-MONTH EMPLOYEES (cont'd)

D. PERSONAL DAYS

The personal days provisions included and defined in Article V of this agreement are applicable to Ten-Month Clerical employees.

Personal Days Without Explanation: The personal days without explanation provisions included and defined in Article V of this agreement are applicable to Ten-Month Clerical employees.

E. SNOW DAYS

In the event of a school closure due to inclement weather or other emergency, Ten-Month Clerical employees do not report to work. If there is a delayed opening employees are to report to work at the same time as the teachers.

F. PROMOTIONS

If a promotional position under the heading Ten-Month Clerical employee is vacant, the School Business Executive, as designated by the Superintendent of Schools may, at his/her discretion, consider seniority or present employment as factors when filling such positions. Competitive full time positions will be posted and those eligible on the Civil Service list will be considered. Civil Service information will be available from the Board of Education Office.

ARTICLE XIII - CLERICAL & TEACHER AIDE PERSONNEL (cont'd)

TEN MONTH (SCHOOL CALENDAR - 185 DAYS) EMPLOYEES

WAGES & SALARIES

The following job titles will be included in this category and the employees will work according to the school calendar. This group of employees will also follow the school calendar for vacation days and holidays.

Computer Room Teacher Aide	\$10,450- \$26,125
Special Education Teacher Aide	\$ 8,360- \$22,990
School Safety Monitor - Salaried	\$18,833- \$31,350

A. TIME SCHEDULES

Time schedules will be based on a seven (7) hour workday (excluding lunch), 5 days - Monday through Friday. Starting and ending times may reflect the needs of different assignments, departments, and locations.

B. CAREER INCENTIVE

After the completion of nine (9) years of continuous full-time employment, Ten-Month (School Calendar – 185 days) employees will receive a career incentive of Eight Hundred Dollars (\$800.00) pro-rata during the school year. Each year thereafter this career incentive will remain at the yearly amount established until the completion of fourteen (14) years of continuous employment at which time an employee's annual salary will be increased by the additional sum of One Hundred and Fifty Dollars (\$150.00) pro-rata during the school year.

C. SICK LEAVE

The sick leave provisions included and defined in Article V of this agreement are applicable to Ten-Month (School Calendar - 185 days) employees.

D. PERSONAL DAYS

The personal days provisions included and defined in Article V of this agreement are applicable to Ten-Month (School Calendar - 185 days) employees.

ARTICLE XIII – CLERICAL AND TEACHER AIDE PERSONNEL(cont'd)
TEN MONTH (SCHOOL CALENDAR - 185 DAYS) EMPLOYEES(cont'd)

D. PERSONAL DAYS (cont'd)

Personal Day Without Explanation: The personal days without explanation provisions included and defined in Article V of this agreement are applicable to Ten Month (School Calendar - 185 days) employees.

E. SNOW DAYS

In the event of a school closure due to inclement weather or other emergency, Ten-Month (School Calendar - 185 days), employees do not report to work. If there is a delayed opening employees are to report to work at the same time as the teachers.

F. PROMOTIONS

If a promotional position under the heading Ten Month (School Calendar - 185 days) is vacant, the School Business Executive, as designated by the Superintendent of Schools may, at his/her discretion, consider seniority or present employment as factors when filling such position.

G. EMERGENCY SUBSTITUTES

In an emergency situation when the District is unable to procure a substitute teacher and a teacher aide is requested to substitute for a teacher that he/she is assigned for a half-day or longer, the teacher aide will receive substitute teacher pay.

ARTICLE XIII – CLERICAL & TEACHER AIDE PERSONNEL (cont'd)

TEN-MONTH, PART-TIME, EMPLOYEES

WAGES & SALARIES

The following job titles will be included in this category and the employees will work only when students are in attendance.

School Monitors, Part-Time	\$7.20 - \$13.00 per hour
Recreation Attendants Part-Time	\$7.20 - \$13.00 per hour
Teacher Aides, Part-Time	\$7.20 - \$13.00 per hour
*Clerical, Part-Time	\$7.20 - \$13.00 per hour
Crossing Guard	\$8.00 - \$13.00 per hour

*Ten-Month Part-Time, employees will follow the Ten-Month, School Calendar, 185 Days, work schedule.

A. ANNUALIZED SALARY

Ten-Month, Part-Time hourly employees may choose to have their pay annualized based on 180 days if hired prior to September 1st. If hired after September 1st, wages will be annualized the following school year. The final paycheck of the school year for said employees will be adjusted based on the number of snow days, the number of conference days, and the actual days of student instruction. Annualized pays will be eligible for twenty-one (21) or twenty-six (26) annual pay periods.

B. CAREER INCENTIVE

After the completion of nine years of continuous service, Ten-Month, Part-Time, employees who are regularly scheduled to work 30.1 hours per week or more will receive a career incentive of Seven Hundred Fifty Dollars (\$750.00) pro-rata during the school year. Each year thereafter this career incentive will remain at the yearly amount established until the completion of fourteen (14) years of continuous employment at which time an employee's annual salary will be increased by the additional sum of One Hundred Dollars (\$100.00) pro-rata during the school year.

ARTICLE XIII – CLERICAL & TEACHER AIDE PERSONNEL (cont'd)
TEN-MONTH, PART-TIME, EMPLOYEES (cont'd)

B. CAREER INCENTIVE (cont'd)

After nine (9) years of continuous employment, Ten-Month, Part-Time, employees who are regularly scheduled to work 30.0 hours or less per week will receive a career incentive of Five Hundred Dollars (\$500.00) pro-rata during the school year. Each year thereafter this career incentive will remain at the yearly amount established until the completion of fourteen (14) years of continuous employment at which time an employee's annual salary will be increased by the additional sum of One Hundred Dollars (\$100.00) pro-rata during the school year.

Credit will be granted for the career incentive program for part-time employees accepting a full-time position in the District. Employees regularly scheduled to work less than 30.1 hours per week will receive one-half (0.5) year service credit on a pro-rata basis provided the part-time service was continuous and the employee worked a minimum of three and one-half (3 ½) hours per day prior to February 1.

C. LEAVE OF ABSENCE

Leave of Absence Schedule for Ten-Month, Part-Time, employees is as follows:

0-15.0 Hours Per Week

3 Sick Days (cumulative to 20 sick days) / 1 Personal Day Per Year

15.1 – 30.0 Hours Per Week

6 Sick Days (cumulative to 40 sick days) / 2 Personal Days Per Year

30.1 – 34.9 Hours Per Week

9 Sick Days (cumulative to 60 sick days) / 3 Personal Days Per Year

The above Leave of Absence days noted for part-time, regularly scheduled, hourly employees are cumulative as noted above.

ARTICLE XIII – CLERICAL & TEACHER AIDE PERSONNEL (cont'd)
TEN-MONTH, PART-TIME, EMPLOYEES (cont'd)

D. SNOW DAYS

Employees will be paid their regularly scheduled hours in the event of a delayed opening or early dismissal due to inclement weather or other emergencies. In the event of a delayed opening, Ten-Month, Part-Time, employees are to report to work at the same time as the teachers.

E. HEALTH INSURANCE

Ten-Month, Part-Time, employees regularly scheduled to work 30.1 – 34.9 hours per week will be eligible to purchase health insurance after one (1) year of consecutive service. Individual health insurance coverage may be purchased by the employee at a contribution rate of Twenty-Five Percent (25%) of the total premium. Family health insurance coverage may be purchased by the employee at a contribution rate of Twenty-Five Percent (25%) of the total premium. After retiring, Ten-Month, Part-Time employees may purchase individual health insurance coverage at the contribution rate of Seventy Percent (70%) of the total premium. Family health insurance coverage may also be purchased at the contribution rate of Seventy Percent (70%) of the total premium.

Ten-Month, Part-Time employees regularly scheduled to work 30.1 - 34.9 hours per week will be eligible to purchase Dental Insurance coverage after one (1) year of consecutive service at a contribution rate of Twenty-Five Percent (25%) of the total premium.

ARTICLE XIV - SCHOOL LUNCH EMPLOYEES

WAGES & SALARIES

The district hereby establishes the following salary ranges for employees classified as School Lunch employees. This salary applies after the probationary period established by the School Lunch Director and applies only to the position established by the Board of Education.

Cook-Manager/Middle/High	\$14,630-\$31,350
Cook-Manager/Elementary	\$14,108-\$30,305
Food Service Helper	\$7.20-\$15.68
Food Service Helper, Part-time	\$7.20-\$15.68

A. ANNUALIZED SALARY

School Lunch hourly employees can choose to have their pay annualized based on 180 days if hired prior to September 1st. If hired after September 1st, wages will be annualized the following school year. The final paycheck of the school year for said employees will be adjusted based on the number of snow days, the number of conference days, and the actual days of student instruction. Annualized pays will be eligible for twenty-one (21) or twenty-six (26) annual pay periods.

B. CAREER INCENTIVE

After the completion of nine (9) years of continuous full-time employment, School Lunch employees will receive a career incentive of Seven Hundred and Fifty Dollars (\$750.00) pro-rata during the school year. Each year thereafter this career incentive will remain at the yearly amount established until the completion of fourteen (14) years of continuous employment at which time an employee's annual salary will be increased by the additional sum of Two Hundred Fifty Dollars (\$250.00) pro-rata during the school year.

After the completion of nine (9) years of continuous employment, part-time School Lunch employees will receive a career incentive of Five Hundred Dollars (\$500.00) pro-rata during the school year. Each year thereafter this career incentive will remain at the yearly amount established until the completion of fourteen (14) years of continuous employment at which time an employee's annual salary will be increased by the additional sum of One Hundred Dollars (\$100.00) pro-rata during the school year.

ARTICLE XIV - SCHOOL LUNCH EMPLOYEES (cont'd)

Credit will be granted for the career incentive program for part-time employees accepting a full-time position in the District. Employees regularly scheduled to work less than 30.1 hours per week will receive one-half (0.5) year service credit on a pro-rata basis provided the part-time service was continuous and the employee worked a minimum of three and one-half (3 ½) hours per day prior to February 1.

C. HOLIDAYS

Those hourly School Lunch employees who are permanent employees will receive pay for: Columbus Day, Thanksgiving Day, Christmas Day, and Good Friday.

D. SICK LEAVE

Each School Lunch employee regularly scheduled to work over twenty (20) hours per week shall be allowed fifteen (15) days sick leave absence from school each year by reason of personal illness, at full or proportionate pay, cumulative to one hundred (100) days at full or proportionate pay. Leave accumulated is vested for reasons of personal illness.

Regularly scheduled School Lunch employees regularly scheduled to work less than twenty (20) hours per week shall be allowed ten (10) days "sick leave" absence from school each year with salary pro-rated to proportionate basic time, cumulative to one hundred (100) days. Sick leave will be prorated to time of employment for the first year of service.

E. PERSONAL DAYS

Depending on individual circumstances, up to four (4) personal days per year can be granted each school lunch employee, for such reasons as sickness, medical emergencies in the immediate family, or regular and business problems of unusually pressing nature. Two (2) additional days with pay may be granted for bereavement. Justification for granting these days rests with the immediate supervisor, but may be reviewed then by the Superintendent of Schools. The absentee report forms turned in and marked "personal" must include an explanation of the use of the time if no prior approval has been given.

ARTICLE XIV - SCHOOL LUNCH EMPLOYEES (cont'd)

Personal Days Without Explanation: One personal day (without explanation by the employee) will be granted by the Superintendent of Schools, provided that not more than five percent (5%) of the staff shall be granted such leave on the same date and provided further that the employee, will, whenever possible, request such personal day at least three (3) school days prior to the date of the proposed absence. Such days shall not be available for vacation, recreational purposes or other employment.

Personal/Personal Days Without Explanation will not be granted on the day before or the day immediately after the Thanksgiving, Christmas, or Easter vacation period. This regulation does not apply to days granted because of death or illness in the immediate family. Days away from work beyond the five authorized personal days require approval of the respective supervisor regardless of the non-pay status.

F. SNOW DAYS

When school is closed due to inclement weather or other emergency, hourly cafeteria staff is not expected to report for work. Salaried cafeteria staff will report to their respective buildings until released by the School Lunch Director. If there are two consecutive 'SNOW' days, cafeteria employees will be paid for one day. The determination of work schedules will be the responsibility of the School Lunch Director.

G. If the workload for salaried cafeteria employees necessitates time beyond the agreed to hours, such as menu planning, these employees will be paid for such time at their regular rate of pay.

H. If an hourly school lunch employee is moved into a position of a salaried employee because the employee is absent, the hourly employee who fills in this position will receive the same pay as is paid to the regular employee when such duties exceed two consecutive days.

I. The School Lunch Director may, at his/her discretion, consider seniority or present employment as factors with respect to extra work distribution.

J. School Lunch employees who report to work on snow days will be paid three hours of their salary rate if school is cancelled.

ARTICLE XV - GRIEVANCE PROCEDURES

A. Purpose

It is the desired objective of the parties to encourage the prompt resolution of complaints in relation to the provisions of this agreement, and to provide access to an orderly procedure for the satisfaction of such grievances.

B. Definitions

1. "Grievance" as used in this Agreement is limited to a question of interpretation, application of, or compliance with the provisions of this Agreement.

2. "Grievant" shall mean a member or members of the Chenango Valley Support Staff Association bargaining unit.

3. "Days" shall mean work days as designated on the school calendar.

4. "Supervisor" shall mean Building Principal, Director of Curriculum and Personnel, School Business Executive, Director of Facilities, Transportation Director, or School Lunch Director, as appropriate.

C. Grievance Procedure

The grievant(s) must state the provision of the Agreement that is the subject of the grievance, at all levels of the procedure.

Level 1 - Informal Meeting

A grievance will first be presented and discussed with the grievant's immediate supervisor. The purpose is to resolve the matter informally. Failure to present a grievance within ten (10) workdays after the occurrence of the claimed grievable event shall result in a waiver of all grievance rights.

Within ten (10) days after the presentation of the grievance to the supervisor, he/she shall make a decision and communicate it to both the grievant(s) and the Superintendent of Schools.

ARTICLE XV - GRIEVANCE PROCEDURES (cont'd)

Level 2 Superintendent's Review

If the grievant is not satisfied with the decision of the immediate supervisor under the procedure of Level 1, the grievant may, within five (5) days file a written request with the Superintendent of Schools requesting a review of the decision. Such appeal shall include, but not be limited to a summary of the grievance and a statement as to why the decision at Level 1 was unsatisfactory.

The Superintendent, or his/her designee, shall meet with the grievant(s) at a time and place designated by the Superintendent of Schools. This meeting will be held within ten (10) days of the beginning of Level 2. Such meeting shall be an attempt to resolve the grievance. Within ten (10) days of the meeting a decision shall be made and the written decision presented to the grievant(s) outlining the reasons for the conclusion arrived at under Level 2 of this Grievance Procedure.

ARTICLE XVI – TERMS OF AGREEMENT

A. This Agreement shall constitute the full and complete commitments between both parties with respect to items negotiated. It is contemplated that the terms and conditions of employment provided in this Agreement shall remain in effect until its expiration as herein provided or until altered by mutual agreement in writing between the parties. Nevertheless, because of the special nature of the public educational process, it is likewise recognized that negotiable matters may arise of vital mutual concern to the parties, which have not been negotiated between them.

The Board recognizes that it may not unilaterally vary the terms of this contract, but the Board retains the right to make reasonable administrative rules and regulations with respect to terms and conditions of employment. If the Board adopts changes in administrative rules and regulations which affect terms and conditions of employment, but which changes are not forbidden by this contract, the Association shall have the right to negotiate such items with the Board, or its duly constituted representatives, provided that it files such a request with the Board within seven (7) calendar days after such change in rules and regulations is promulgated.

B. This Agreement shall supersede any rules or regulations of the Board, which are contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established rules and regulations of the Board.

C. If any provisions of this Agreement or any application of the Agreement to any employee shall be found contrary to the law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law by all other provisions or applications which continue in full force and effect.

DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2007 and shall continue in effect through June 30, 2010 provided that no later than January 25 prior to the expiration of this Agreement the parties shall enter into good-faith negotiations over a Successor Agreement.

ARTICLE XVI – TERMS OF AGREEMENT (cont'd)

STATUTORY NOTICE

1. IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

2. EVERY EMPLOYEE ORGANIZATION SUBMITTING SUCH A WRITTEN AGREEMENT TO ITS MEMBERS FOR RATIFICATION SHALL PUBLISH SUCH NOTICE, INCLUDE SUCH NOTICE IN THE DOCUMENTS ACCOMPANYING SUCH SUBMISSION AND SHALL READ IT ALOUD AT ANY MEMBERSHIP MEETING CALLED TO CONSIDER SUCH RATIFICATION.

3. WITHIN SIXTY (60) DAYS AFTER THE EFFECTIVE DATE OF THIS ACT, A COPY OF THIS SECTION SHALL BE FURNISHED BY THE CHIEF FISCAL OFFICER OR EACH PUBLIC EMPLOYER TO EACH PUBLIC EMPLOYEE. EACH PUBLIC EMPLOYEE THEREAFTER SHALL, UPON SUCH EMPLOYMENT, BE FURNISHED WITH A COPY OF THE PROVISION OF THIS SECTION.”

By _____
President - Chenango Valley
Support Staff Association

By _____
Vice President – Chenango Valley
Support Staff Association

By _____
President - Chenango Valley
Board of Education

By _____
Superintendent of Schools

Dated this _____ day of _____, 2007

